

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 73	
2. CONTRACT NO.		3. SOLICITATION NO. N00167-02-R-0084		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 16 Apr 2003	6. REQUISITION/PURCHASE NO. 24133119	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3322, LESLEY WISE 9500 MACARTHUR BLVD. WEST BETHESDA MD 20817-5700			CODE N00167 TEL: 301-227-5763 FAX: 301-227-5784	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE TEL: FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 121, Room 214A</u> until <u>14 00</u> local time <u>02 Jun 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME LES WISE		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (301) 227-5763		C. E-MAIL ADDRESS WiseLA@nswccd.navy.mil	
11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES		
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		4	X	J	LIST OF ATTACHMENTS
X	D	PACKAGING AND MARKING		18	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	INSPECTION AND ACCEPTANCE		19	X	K	REPRESENTATIONS, CERTIFICATIONS AND
X	F	DELIVERIES OR PERFORMANCE		20			OTHER STATEMENTS OF OFFERORS
X	G	CONTRACT ADMINISTRATION DATA		21	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS
X	H	SPECIAL CONTRACT REQUIREMENTS		23	X	M	EVALUATION FACTORS FOR AWARD
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	CPFF - Engineering and Technical Services in accordance with Section C – Statement of Work		Lot		
				EST COST	
				FIXED FEE	
				TOTAL 5-YEAR EST COST + FEE	
0002	Data in accordance with the Attached DD Form 1423				NSP*

*NSP - NOT SEPARATELY PRICED; included in the cost of CLIN 0001

Contract Type: It is anticipated that the contract awarded as a result of this solicitation will be an Indefinite Delivery /Indefinite Quantity, Cost Plus Fixed Fee (Completion) type contract which provides for the issuance of Delivery Orders during the period from date of award of the contract through five years thereafter. This contract does not incorporate any options.

NOTE (1): Fixed Fee: The fixed Fee included in response to this solicitation should include fee for the prime contractor as well as any subcontractors which have been identified as teaming partners in the offeror's proposal. Therefore, individual delivery orders negotiated under this contract will determine the fee amount for the order by applying a pro rata share of this fixed fee to the total estimated costs for the prime, subcontract(s), and consultants negotiated for individual delivery orders, exclusive of the costs for Support Costs that are miscellaneous and/or incidental.

NOTE (2) Support Costs: Support Costs and Miscellaneous Costs shall be included in the cost of CLIN 0001. Support Costs incorporated NOT TO EXCEED (NTE) amounts and shall be reimbursed at actual costs plus applicable indirect costs only. Support Costs consist of materials, travel and miscellaneous costs and are non-fee bearing. The NTE values to be assumed for Support Costs (including indirect costs) in any offer under this solicitation shall be as follows:

ESTIMATED SUPPORT COSTS		5 Year Total
Travel Costs	NTE	\$1,773,735
Material Costs	NTE	\$2,553,250
Miscellaneous Costs:	NTE	<u>\$ 127,665</u>
Total Support Costs:	NTE	\$4,454,650

NOTE (3): Minimum and Maximum Quantities: As referred to in paragraph (b), clause no. 52.216-22, entitled "Indefinite Quantity", the contract minimum quantity is a total of \$5,000 worth of orders; the maximum quantity is the Total Cost Plus Fixed Fee Amount. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer (PCO).

NOTE (4) In accordance with FAR 22.605(a)(5) and contract clause no. 52.222-20, entitled "Walsh-Healy Public Contracts Act (December 1996)", as regards supplies and material under Support Costs, the contractor shall:

(1) ensure that any material/hardware items that cannot be obtained as GFE/GFM are obtained from manufacturers or regular dealers of these items in accordance with FAR 22.602.

(2) obtain competition (items valued over \$2,500) whenever possible and shall report to the Contracting Officer the extent of competition sought, obtained, and efforts to ensure future competition for materials/hardware.

NOTE (5): Rights in Technical Data and Computer Software: The Government shall have unlimited rights in technical data and computer software delivered under the resultant contract in accordance with, and as defined by, Clause Nos. 252.227-7013 and 252.227-7014 which are contained in Section I of the solicitation.

SECTION C Descriptions and Specifications

SECTION C – DESCRIPTION/SPECIFICATION**STATEMENT OF WORK****1.0 INTRODUCTION**

The Naval Surface Warfare Center Carderock Division Detachment Norfolk (NSWCCDDN) is a full spectrum research, development, test and evaluation, engineering, logistics, and technical support center for all types of combatant craft, boats and watercraft for the Department of Defense and maritime community. The Combatant Craft Department has been tasked to develop initiatives for the integration of Command and Control, Computers, Communications, Intelligence, Surveillance, and Reconnaissance (C4ISR) to strengthen communications between the diverse platforms. These initiatives include development and testing of systems, reductions in maintenance expenditures and increased equipment availability while maintaining the operational survivability of watercraft. The customer base for NSWCCDDN services includes the US Navy, the Special Operations Command, the US Army, the US Marine Corps, the US Coast Guard and the maritime community.

2.0 SCOPE

The contractor shall provide engineering, technical, and logistic support services required to develop, integrate, and maintain technological improvements in the area of Command and Control, Computers, Communications, Intelligence, Surveillance, and Reconnaissance (C4ISR) in support of watercraft and combatant craft in their assigned missions. This will include the implementation and execution of advanced technology development and future maintenance concepts and strategies being developed and conducted by NSWCCDDN. The contractor shall provide a quick response capability meeting unplanned/unscheduled needs in the support of urgent or emergent requirements. The performance of these services may be required at government facilities, operational sites, or forward-deployed sites. The contractor shall be capable of supporting efforts nationwide and worldwide. Work performed under this contract will be under the cognizance of the NSWC, Carderock Division, Detachment Norfolk, Combatant Craft Department (Code 23), 116 Lake View Parkway, Suite 200, Suffolk, Virginia 23435-2698.

The contractor shall provide program management, electrical and electronics engineering, technical and logistics support for the implementation, execution, and prototype development of C4ISR systems for vessel and boat systems on combatant craft, boats and watercraft and other surface and submersible vessels and vehicles (herein referred to as vessels). The types of systems to be supported under this contract are RADAR, SONAR, Satellite Communications, Line-of-Sight Communications, Tactical and Consolidated Cryptology equipment, Information Warfare (IW) and Signal Intelligence (SIGINT), computer and display systems, engineering maintenance and control systems, and information and tactical LAN/WAN systems. The contractor, under the direction of NSWCCDDN and as specified in each Delivery Order, shall furnish the material, services, and facilities (except those furnished by the government under the expressed provisions of the contract) necessary for the accomplishment of the work. Work performed under this contract will include:

- Planning and Program Management Support
- Systems Engineering
- Test and Evaluation Support
- Installation and Technical Support
- Integrated Logistics Support
- System/Equipment Configuration Management Support

3.0 GENERAL REQUIREMENTS**3.1 TASK A - PLANNING AND PROGRAM MANAGEMENT SUPPORT**

The contractor shall provide Program and Project Management support to NSWCCDDN on various C4ISR programs and/or projects. The contractor shall provide support in identifying and coordinating all items of work, and assure that all efforts are directed toward providing the most effective and cost efficient support services. Specific efforts under this task include the following:

3.1.1 Prepare drafts of top level planning documents including Operational Requirements Documents (ORDs), Mission Needs Statements (MNS), Program Management Plans and prepare inputs to and conduct reviews of top-level planning documents that direct or guide the efforts of C4ISR engineering.

3.1.2 Conduct craft and system threat assessments and provide recommendations. This includes determining craft susceptibility to adverse actions and recommending corrective action in areas of design and/or operational conditions, which will increase craft's, crew's, and systems survivability. Corrective action can include minimization techniques in profiles, signatures, etc which will reduce the threat's ability of detection of craft and its onboard systems.

3.1.3 Prepare management reports to include a monthly Progress and Status report objectives in accordance with DD Form 1423, CDRL, Data Item Number A001. Assist in establishing goals, milestones, program plans and policy including business plans, long and short range Plan of Action and Milestones (POA&M) and implementation and execution strategies in support of program.

3.1.4 Prepare technical reports to include system and/or equipment readiness and identify degradation trends in accordance with DD Form 1423, CDRL, Data Item Number A006. Recommend appropriate steps to redesign the systems/component responsible for the degradation or make changes to the current maintenance plan or logistic support requirements, which includes the development of appropriate documentation such as Engineering Change Proposal (ECP) and/or Field Change Proposal (FCP).

3.1.5 Provide financial management support including analysis of program planning and other financial planning documentation with respect to budget submissions, spend plans, work plans, and obligation targets and thresholds. Perform cost benefit analysis, risk assessments, market surveys, and budget requirements. Develop spreadsheets and briefing forms appropriate for the analysis and presentation of information and provide reports of findings and recommendations in accordance with DD Form 1423, CDRL, Data Item Number A005.

3.1.6 Attend C4ISR Program-related meetings and conferences, and program reviews on behalf of C4ISR initiatives and provide reports in accordance with DD Form 1423, CDRL, Data Item Number A002. When required the contractor shall develop a recommended agenda and establish a system to track action items, identifying problems/ issues, and produce meeting information in accordance with DD Form 1423, CDRL, Data Item Number A007, data and minutes.

3.1.7 Draft integrated test plans that delineate all developmental testing, periodic testing, inspections, and other system condition assessment methodologies in accordance with DD Form 1423, CDRL, Data Item Number A010.

3.1.8 Develop Acquisition Plans, Integrated Logistics Support Plans (ILSPs), Navy Training Systems Plans (NTSPs), Computer Resources Life Cycle Management Plans (CRLCMP), Integrated Test Plans and Return on Investment (ROI), C4I Support Plan (C4ISP), and studies for the pilot/lead vessel of a class.

3.2 TASK B - SYSTEMS ENGINEERING

The contractor shall provide systems engineering support to assist in the effective application of scientific and engineering efforts to transform validated operational needs into thoroughly defined system configurations through a documented process of requirements definition, functional analysis, synthesis, optimization, design, test and evaluation. Areas of particular involvement may include:

- 3.2.1 Perform independent analysis and technical studies and provide technical services in the area of systems engineering support. This may require drawings, alteration documentation, design history, parts validations, calculations, and reports in accordance with DD Form 1423, CDRL, Data Item Number A006.
- 3.2.2 Conduct system feasibility analysis during conceptual design phase including the definition of top-level system requirements through trade-off analysis.
- 3.2.3 Develop system operational and maintenance requirements during the system conceptual design phase.
- 3.2.4 Develop System Specifications comprising complete system technical requirements.
- 3.2.5 Develop Systems Engineering Master Plans (SEMP) and Test and Evaluation Master Plans (TEMP).
- 3.2.6 Conduct the functional analysis and the allocation of system level requirements to include the preparation of system level functional flow diagrams when required for complex systems implementations.
- 3.2.7 Participate in formal design reviews including the conceptual, system, hardware/software, and critical design reviews.
- 3.2.8 Provide management and coordination support for configuration management activities associated with C4ISR systems.
- 3.2.9 Design and support a knowledge base to support diagnostic analysis engines.
- 3.2.10 Perform Failure Modes and Effects Analysis.
- 3.2.11 Develop installation plans for improvements.
- 3.2.12 Develop/maintain Naval Warfare Tactical Database (NWTDB) compliant signal databases for condition assessment and monitoring systems. Database products must meet DoD/Navy interoperability standards and use DoD standard data elements and metadata schemes.
- 3.2.13 Perform independent engineering analysis to assess the threat and vulnerability effects on systems/components.
- 3.2.14 Recommend and perform/support redesign, modification, or alteration of hardware and software for system integration and improvements.
- 3.2.15 Develop new standard job procedures, maintenance procedures, and calibration techniques.

3.3 TASK C - TEST AND EVALUATION SUPPORT

The contractor shall provide test and evaluation support to NSWC,CD,DN on various C4ISR programs and/or projects. Testing and evaluation shall include technical as well as operational analysis and may include the following:

3.3.1 Support designated craft C4ISR tests, trials, and evaluations as tasked. Test and evaluation may be required to support C4ISR installations or may be independent of installation/integration efforts. Test and evaluation support may be required in sustaining prototype development efforts, analysis of fielded systems and assessment of emerging technologies. Some types of testing may include:

- ? Maintenance demonstrations;
- ? Reliability testing;
- ? Software Beta testing;

- ? Supportability testing;
- ? Independent verification and validation
- ? System Operational and Verification Testing

3.3.2 Develop procedures for conducting test and evaluation and perform all functions necessary to successfully complete test planning and associated documentation. This includes identification of test procedures, objectives and thresholds to be achieved, identification of support resources required to conduct the test, identifying evaluation methods, test reporting, procedure, failure feedback mechanism and test scheduling.

3.3.3 Develop/review test data in accordance with DD Form 1423, CDRL, Data Item Number A014, plans in accordance with DD Form 1423, CDRL, Data Item Number A010, and reports which may include Test and Evaluation Master Plans, Technical Evaluations, and other performance tests and procedures in accordance with DD Form 1423, CDRL, Data Item Number A011.

3.3.4 Conduct testing, analyze the results of collected data, including failure or other feedback reports, apply appropriate evaluation techniques, identify trends, make conclusions and recommendations.

3.3.5 Provide test support to locate test sites, acquire or assist in acquiring access test site(s), setting up instrumentation, sensors, test ranges, etc., and provide logistical resources. Logistical resource support may include personnel to perform pre-test training, maintenance of instrumentation during data collection, test performance, location and acquisition of spare parts, maintenance of instrumentation, hardware, and software, transportation, trial support, and related functions.

3.4 TASK D - INSTALLATION AND TECHNICAL SUPPORT

The contractor shall provide installation and technical support to NSWC,CD,DN on various C4ISR programs and/or projects. Support may include conducting installations, technical assists, and evaluations as outlined in the following:

3.4.1 Provide project management, engineering, technical, installation and coordination services to support fixed and carry-on C4ISR systems equipment, technology insertion and modification programs. This support includes generation of alteration documentation, installation drawings in accordance with DD Form 1423, CDRL, Data Item Number A008, technical documentation, and tracking documentation throughout the alteration process and completion reports in accordance with DD Form 1423, CDRL, Data Item Number A003.

3.4.2 Support coordination, scheduling and tracking for installations of fixed and carry-on C4ISR systems and equipment. This support shall include: creating and maintaining a database for scheduling systems and related programs; generating and coordinating craft availability scheduling requirements, attending meeting/conferences, and providing long-range planning.

3.4.3 Monitor proposed hardware and software changes and provide assessment of the impact to the installation process. Support may include the development of cost and performance data required for the installation of systems or equipment and related Fleet Modernization Program (FMP) documentation.

3.4.4 Conduct craft visits to design layout plans for installation.

3.4.5 Provide support to AIT installation teams as it affects the site survey, craft check, installation and certification in accordance with DD Form 1423, CDRL, Data Item Number A014. This effort includes the development and review of installation support documentation in accordance with DD Form 1423, CDRL, Data Item Number A015, preparing project plans, correspondence, letters, memoranda, reports, and supporting liaison among various coordinators, planners and executioners of alterations and installations.

3.4.6 Provide material and equipment procurement support and services to facilitate the development and implementation of alterations. This includes procurement through the Federal Stock System. The contractor shall

use best value procedures to acquire material and equipment and provide material status reports in accordance with DD Form 1423, CDRL, Data Item Number A004. Commercial-off-the-shelf (COTS) items shall be procured with typical configurations for the particular equipment and vendor lists shall be provided in accordance with DD Form 1423, CDRL, Data Item Number A012. Any standard warranties provided by the manufacturer will be afforded to the government.

3.4.7 Provide kitting and prefabrication services, which include equipment and system integration and testing in a laboratory or staging facility.

3.4.8 Provide the necessary facilities to prefabricate parts and components, assemble, stage and distribute material to the job site. All tooling required for prefabrication or installation shall be provided.

3.4.9 Provide for all aspects of prototype installations. The contractor shall perform the installation and provide feedback comments, input, marked-up technical information, marked-up drawings such that future installations will result in best value to the government in accordance with DD Form 1423, CDRL, Data Item Number A009.

3.4.10 Provide for all aspects of C4ISR equipment installations on watercraft and combatant craft. Installation and workmanship practices shall be in accordance with guidance documentation and the specific Delivery Order (DO). The contractor shall perform the installation, associated system testing, associated operator training, and provide associated ILS as directed on each DO. When necessary space modifications and auxiliary equipment modifications, overhauls, and installation may be required.

3.4.11 Provide overhaul, repair, and alteration services for various C4ISR equipment and systems such as navigation, sensors, and internal and external communications.

3.4.12 Provide on-site technical support in response to emergent requirements.

3.5 TASK E – INTEGRATED LOGISTICS SUPPORT

3.5.1 The contractor shall provide Integrated Logistics Support (ILS) for a variety of C4ISR programs and technology insertion projects. This support shall include the analysis, development, review, maintenance, and tracking of system and equipment logistics support planning, maintenance, training and documentation. The contractor shall participate in logistics associated conferences and meetings to present concerns, making recommendations and gathering additional data as required. Examples of meetings include:

- a. Program Reviews
- b. Integrated Logistics Management Team (ILSMT) Meetings
- c. In-process Reviews (IPRs)
- d. Quarterly Program Reviews (QPRs)
- e. Technical Interface Meetings (TIMS)

3.5.1.1 Perform research, maintenance and update of the various C4ISR system Program Support Data (PSD) in the PSD Automated Reporting and Tracking System (PARTS) for the assigned hardware.

3.5.2 Provide engineering, technical and analytical support for all ILS disciplines and elements. Specific examples are listed below.

3.5.2.1 **Technical Data** - The contractor shall support the development, update, conversion, and/or review of Technical Manuals (TMs). The objective of this sub-task is to provide a more effective way of supporting the end user in the operation and maintenance of installed C4ISR equipment. To this end, the contractor shall suggest innovative ways to improve the development, delivery, and maintenance of such technical data products.

3.5.2.1.1 Support development of conventional hardcopy technical manuals, and development of Interactive Electronic Technical Manuals (IETMs) up to and including Level 4 in accordance with applicable Technical Manual

Contract Requirements (TMCR) and the Statement of Work (SOW) for the specific Delivery Order. Developed technical manuals shall be in accordance with the output format specified in the individual Delivery Order.

3.5.2.1.2 Support conversion of existing manuals or Commercial-Off-The-Shelf (COTS) manuals to electronic format and shall support the IETM Level and output format specified in the individual Delivery Order.

3.5.2.1.3 Support update of technical manuals as identified in Technical Manual Deficiency Reports (TMDRs), engineering changes, or other requirements as specified in the individual Delivery Order.

3.5.2.1.4 Support review of COTS technical manuals for accuracy and completeness to standards specified in the individual Delivery Order.

3.5.2.1.5 Support development and production of electronic or non-electronic media as specified in the SOW; which, media types include Hardcopy, CD-ROM, DVD-ROM, and ATIS compatibility. All media delivered shall be compatible with and executable by system hardware and operating systems as specified in the individual Delivery Order.

3.5.2.2 **Supply Support** - The contractor shall develop, review, update, and maintain complete supply support documentation.

3.5.2.2.1 Perform physical validation of boats and/or equipment to determine actual equipment configuration. Validation results shall conform to requirements as specified in the individual Delivery Order. Validation results will typically be in a format and data content sufficient to update the Ship's Configuration and Logistics Support Information System (SCLSIS) database via the Configuration Data Manager's Database – Open Architecture (CDMD-OA) interface, or as otherwise directed.

3.5.2.2.2 Develop, update, and maintain complete supply support documentation in the form of Provisioning Technical Documentation (PTD) and supporting data For Provisioning (DFP) packages. The Contractor shall maintain the resulting Allowance Parts Lists (APLs) or Allowance Equipage Lists (AELs) required due to hardware procurement, Design Change Notices (DCN), field change bulletins (FCB) or from other engineering or configuration changes. PTD packages shall be developed in accordance with applicable standards and/or instructions as identified in the individual Delivery Order.

3.5.2.2.3 Provide PTD in formats and media specified in the individual Delivery Order. ICAPS-CS is the recommended format; however, the Contractor may suggest a format equal to ICAPS.

3.5.2.2.4 Procure miscellaneous parts and equipment to support C4ISR equipment and installations.

3.5.2.3 **Maintenance Development and Support** - The contractor shall perform independent analysis and technical studies and provide engineering and technical services in the area of mission related maintenance engineering. Areas of particular involvement may include:

3.5.2.3.1 Perform Reliability, Availability and Maintainability (RAM) analysis and / or Trend analysis for C4ISR systems or equipment as specified in the individual Delivery Order.

3.5.2.3.2 Develop, review and / or update maintenance procedures in formats and to specifications described in the individual Delivery Order.

3.5.2.3.3 Review and update current analysis guides and maintenance assessment procedures and prepare new documents for in-service updates and new equipment as specified in the individual Delivery Order.

3.5.2.3.4 Review and update existing maintenance management and planning documents.

3.5.2.3.5 Research commercially available predictive/condition based diagnostics and applications that can be integrated with existing systems that will achieve new efficiencies in preventive and / or corrective maintenance and produce a positive ROI on lifecycle resource investment.

3.5.2.4 **Design Interface** – The contractor shall provide design interface and analysis in order to relate all design characteristics to system support characteristics. The interface may include the development of technical planning data, life cycle cost analysis and return on investment (ROI) studies.

3.5.2.5 **Training and Training Support** – The contractor shall develop processes, techniques and equipment as necessary to support training or training development for C4ISR equipment. The contractor shall provide operator and maintenance training support for installed C4ISR systems and technology upgrades. This task encompasses planning, analysis, coordination, development, review and maintenance of various C4ISR systems and associated interface systems. Specific support may include the development of training program plans, requirements and documentation via software (HTML) and hard copy, development and maintenance of Interactive Multi-media Instructional (IMI) materials as specified by the delivery order, this SOW and applicable CDRLs. IMI products delivered under this sub-task must be compliant with latest Navy standards and be fully compatible with web-based delivery. Training support shall include potential application of distributed modeling and simulation for training utilizing Distributed Interactive Simulation and/or DoD High Level Architecture (HLA) capable of modeling deployment activities for various platforms. This may include:

3.5.2.5.1 Development and /or update of Navy Training Support Plans (NTSPs).

3.5.2.5.2 Analysis of equipment for scope of training requirements.

3.5.2.5.3 Vendor interface for identification or procurement of training aids or assets.

3.5.2.5.4 Interface with commercial entities for evaluation and /or implementation of training courses.

3.5.2.6 **Manpower and Personnel** – The contractor shall evaluate systems or equipment in order to identify military or civilian personnel requirements with the skill levels and grades required to operate and support said system or equipment throughout it's service life in peacetime and wartime environments.

3.5.2.7 **Packaging, Handling, Storage and Transportation** – The contractor shall provide support to define and document the requirements, resources, processes, procedures, design considerations, environmental considerations, and methods necessary to ensure that all C4ISR systems, equipment, and support items are preserved, packaged, handled, and transported properly.

3.5.2.8 **Computer Resources Support** – The contractor shall provide support of the facilities, hardware, system software, software development and support tools, documentation, and other resources needed to operate and support C4ISR computer systems.

3.5.2.9 **Support Equipment** – The contractor shall provide support for the equipment (mobile or fixed) required to support the operation and maintenance of C4ISR systems and equipment. This includes associated multi-use end items, ground handling and maintenance equipment, tools, metrology and calibration equipment, and test equipment.

3.5.2.10 **Facilities** – The contractor shall provide support for any real property (structure, building, utility system, etc.) necessary to support a C4ISR System. This includes permanent, semi-permanent, or temporary real property assets required to support the system, including conducting studies to define facilities or facility improvements, locations, space needs, utilities, environmental requirements, and real estate requirements.

3.6 **CONTRACTOR FACILITIES** - The contractor shall have an office within one hour driving time of Gate 2 of the Norfolk Naval Base Norfolk, VA for liaison with appropriate officials and performance of work. The contractor shall identify the specific site to fully support the requirements for work intended by this contract. In satisfying this requirement, the contractor may consider teaming with other contractors having different facility

locations. The office facilities shall have the furnishings for a standard office space and conference room in support of expected number of personnel including:

- a. ADP equipment compatible with Windows as the standard Network Operating System and MS Office 97 Professional as the standard office software. The use of Open Architecture Relational Data Base Management System and Web applications is required. The use of AutoCAD, Version 14.0 is required as a minimum.
- b. FAX, copier, and telephone and other resources usually found in a functioning office environment.

3.6.1 The contractor shall have laboratory, functioning office, warehouse and shop facilities within one hour driving time from Gate 2 of the Norfolk Naval Base Norfolk, VA. The facilities shall include as a minimum:

- a. Warehouse space of 10,000 square feet with a storage height of 20 feet and an entryway of 12 feet wide by 16 feet high and shall be secure, lockable, segregated, and clean with storage area for small and large items.
- b. Laboratory space of 2,000 square feet
 - 1) HVAC environmentally controlled
 - 2) Power requirements of 240 VAC and 120 VAC, 60 cycle, with 80 amperes of service.
- c. Inside machine shop of 4,000 square feet which will include the following equipment:
 - 1) Lathe
 - 2) Vertical Milling Machine
 - 3) Horizontal Milling Machine
 - 4) Shaper
 - 5) Radial Arm Saw and Drill
- d. Sheet metal shop of 4,000 square feet which will include the following equipment:
 - 1) Pan/Box Brakes to 8 feet wide
 - 2) Power Shear to 8 feet wide
 - 3) Manual Shears to 4 feet wide
 - 4) CNC Cutting
 - 5) Welding Machines
- e. Indoor production facility capable of accepting a trailered watercraft of up to 45 feet in length.
- f. Electrical fabrication, repair, and overhaul facility of 5000 square feet which includes the following:
 - 1) Grounded and Electro Static Discharge (ESD) retarding workbenches
 - 2) Lighting of 10 candle power
 - 3) Solder stations
 - 4) DC, 60 Hz and 400 Hz regulated power

3.6.2 The contractor shall have a facility in the San Diego area with in one hour driving time of the eastern side of the Coronado bridge capable of supporting technical and installation support services which include office space with an additional 5,000 square feet of an installation support facility of either staging area, fabrication shop, and/or warehousing space.

The requirement for maintaining these facilities shall not be construed to mean that the Government will be obligated to pay any direct costs in connection therewith. Further, the contractor shall not be entitled to any direct payment in connection with any personnel set in readiness at or brought into such facility in preparation or in exception of work to be performed under the contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract.

3.7 TASK F – SYSTEM / EQUIPMENT CONFIGURATION MANAGEMENT

The contractor shall provide configuration management (CM) support on various C4ISR and Technology Insertion programs and/or projects. This support shall include all activities related to CM planning, baseline management, configuration identification, configuration audits, formal qualification review (FQRs), engineering changes, and configuration management records and reports.

3.7.1 The contractor shall provide support to various C4ISR requirements, programs and projects and associated interface system configuration management planning support to NSWCCDDN. The contractor shall review/develop applicable CM planning documentation and configuration management data.

3.7.2 The contractor shall provide CM program engineering, technical and analytical support to C4ISR programs and projects in accordance with a government approved Configuration Management Plan, which includes an organization structure with configuration control methods, configuration audits and configuration status accounting procedures for hardware and software. Efforts shall also include the review and evaluation of development/prime contractor configuration management programs and providing recommendation/comments.

3.7.3 The contractor shall monitor and maintain accurate records reflecting the current Configuration baselines of the various Cryptologic program, systems and/or projects and associated interface systems, subsystems, equipment, and software under-going development, enhancement, test and evaluation. The Contractor shall be responsible for life cycle management and shall include the functional, allocated, developmental, and product baselines.

3.7.4 The contractor shall develop, review, update and maintain configuration identification records for all C4ISR requirements, programs and/or projects and associated interface systems, equipment and software which include listing of unique hardware and software configuration items (CIs).

3.7.5 The contractor shall ensure that the functional and physical characteristic of each various C4ISR programs and/or projects or associated interface system configuration items match the characteristic specified by the applicable configuration identification.

3.7.6 The contractor shall provide engineering, technical and analytical support and project engineers in performance/conduct of program/project configuration audits and review.

3.7.7 The contractor shall evaluate all Engineering Change Proposals (ECPs) and Field Change Proposals (FCPs) for potential system and/or equipment CM impact. Upon approval of an ECP/FCP, the contractor shall incorporate engineering change data into the system configuration management data records.

3.7.8 The contractor shall establish update, maintain, and review CM records and generate the required CM reports.

4.0 QUALITY ASSURANCE (QA)

4.1 The contractor shall have and maintain a quality control program to support all efforts outlined in this SOW. The QC plan shall include how quality control will be accomplished for all phases of support.

4.2 The contractor shall have and maintain an in-house training and certification program to support all efforts outlined in this SOW. The training and certification plan shall include curriculum, testing, and the outline of the training and certification process. At a minimum, this should include the skilled trades in structural, mechanical and electrical disciplines.

4.3 The contractor shall have and maintain a software development process.

4.4 The contractor shall develop and maintain inspection procedures to document satisfactory workmanship in all documentation, integration and installations efforts.

6.0 MINIMUM PERSONNEL QUALIFICATIONS

6.1 The Contractor shall be responsible for employing technically qualified personnel to perform the tasks to be ordered hereunder. The Contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the contract specification requirements. The work history of each Contractor's employee must contain experience directly related to the task and functions intended to be performed under this contract.

6.2 The Government reserves the right, during the life of this contract, to request work histories on any contractor's employee for purposes of verifying compliance with this requirement. Personnel assigned to or utilized by the contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth herein, and be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner. If the Offeror does not identify the labor categories set forth in Section C below by the same specific title, than a cross-reference listing should be provided in the Offeror's proposal identifying the differences.

6.3 If the contracting officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

6.4 The following personnel are required in the performance of any task under this contract. Persons filling these positions must meet the following minimum educational/experience requirements:

1. Program Manager *: The Program Manager shall have a Bachelor's degree in engineering from an accredited college or university and a minimum of fifteen (15) years experience in the operation, maintenance, design, or testing of C4ISR systems and equipment of which ten (10) years must have been at the program management level. Experience with maintenance strategies and maintenance systems. Detailed knowledge of US Government organizations, their functions, and their responsibilities. A Master's degree may be used to substitute for five (5) years of experience.

2. Senior Project Engineer *: The Senior Project Engineer shall have a Bachelor's degree in engineering from an accredited college or university and have a minimum of fifteen (15) years experience in the operation, maintenance, and in-service testing of C4ISR equipment and systems directly related to the Statement of Work (SOW). The last five years of this experience must be directly related to the SOW. Demonstrated experience managing projects similar in scope, magnitude, and complexity, as those listed in the SOW is mandatory. This experience should include detailed knowledge of integrated condition assessment systems for shipboard equipment condition monitoring, including implementation and operation of computerized on-line diagnostic modules used with these systems.

3. Project Manager: A Master's degree from an accredited institution in a technical or managerial field plus a minimum of seven (7) years of combined general, related and specialized experience; or a Bachelor's degree from an accredited institution in a technical field or managerial field plus a minimum of ten (10) years of combined general, related, and specialized experience. This specialized experience may include a minimum of five (5) years of total experience as a successful manager of a team of skilled professional, technical and support personnel.

4. Senior Electrical Engineer: The Senior Electrical Engineer shall have a Bachelor's degree in electrical engineering from an accredited college or university and a minimum of ten years experience in the design, operation, maintenance or testing of C4ISR equipment and systems. Experience in the development of technical documentation utilizing military specifications and standards. Knowledge of US Government organizations, their functions and their responsibility and a minimum of three (3) years supervisory experience is required. A Master's degree may be used to substitute for five (5) years of experience.

5. Electrical Engineer: The Electrical Engineer shall have a Bachelor's degree in electrical engineering from an accredited college or university and a minimum of four (4) years experience in the design, operation, maintenance or testing of C4ISR equipment and systems. Experience in the development of technical documentation utilizing military specifications and standards.
6. Junior Electrical Engineer: The Junior Electrical Engineer shall have a Bachelor's degree in electrical engineering from an accredited college or university.
7. Senior Mechanical Engineer: The Senior Mechanical Engineer shall have a Bachelor's degree in mechanical engineering from an accredited college or university and a minimum of ten (10) years experience in the design, operation, maintenance, or testing of C4ISR equipment and/or supporting systems which can include HM&E systems. Experience in the development of technical documentation utilizing military specifications and standards. Knowledge of US Government organizations, their functions, and their responsibility and a minimum of three (3) years supervisory experience is required. A Master's degree may be used to substitute for five (5) years of experience.
8. Mechanical Engineer: The Mechanical Engineer shall have a Bachelor's degree in mechanical engineering from an accredited college or university and a minimum of four (4) years experience in the design, operation, maintenance or testing of C4ISR equipment and/or supporting systems which can include HM&E systems. Experience in the development of technical documentation utilizing military specifications and standards is desired.
9. Junior Mechanical Engineer: The Junior Mechanical Engineer shall have a Bachelor's degree in mechanical engineering from an accredited college or university.
10. Systems Analyst*: The Systems Analyst shall have a minimum of ten (10) years of experience in either C4ISR or HM&E equipment and systems. Experience in the development of technical documentation utilizing military specifications and standards is desired. Knowledge of US Government organizations, their functions, and their responsibility is required.
11. Senior Network Engineer: The Senior Network Engineer shall have a Bachelor's degree in Electrical or Computer Engineering, Computer Science, or other related field and a minimum of ten (10) years of relevant experience, including a sound familiarity with interface protocols. Must possess good oral and written communication skills for direct client interface. Knowledge and ability to establish system requirements; create architecture to support requirements; establish communications paths with system owners; develop test criteria; install equipment at designated site; perform operational tests on equipment and circuits is required. Experience in supporting both the acquisition and user communities to meet communications needs. A Master's degree may be used to substitute for five (5) years of experience.
12. Network Engineer: The Network Engineer shall have a Bachelor's degree in Electrical or Computer Engineering, Systems Engineering, Computer Science, or other related field and a minimum of two (2) years of relevant experience or current industry certificates (such as MSCE, CCNA, etc). Relevant experience will demonstrate a sound familiarity with interface protocols and equipment. Must possess good oral and written communication skills for direct client interface. Knowledge and ability to support the development of system requirements; create architecture to support requirements; establish communications paths with system owners; develop test criteria; install equipment at designated site; perform operational tests on equipment and circuits.
13. Junior Network Engineer: The Junior Network Engineer shall have a Bachelor's degree in Electrical or Computer Engineering, Systems Engineering, Computer Science, or other related field or current industry certificates (such as MSCE, CCNA, etc) and a minimum of one (1) year of relevant experience. Relevant experience will demonstrate a sound familiarity of networking equipment and systems.
14. Senior Computer Programmer: The Senior Computer Programmer shall have a Bachelor's degree in Electrical or Computer Engineering, Computer Science, or other related field and a minimum of ten (10) years of relevant experience, including a sound familiarity with programming techniques and various programming languages.

Demonstrated ability to provide technical guidance and skills in support of information systems development and integration efforts. Performs in a variety of technical areas including systems requirements analysis, data analysis and engineering, systems design, systems development, computer programming, systems testing and deployment, quality assurance, configuration management, and systems documentation. Provides technical and administrative support for information systems development tasks, including execution of technical tasks, the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. A Master's degree may be used to substitute for five (5) years of experience.

15. Computer Programmer: The Computer Programmer shall have a Bachelor's degree in Electrical or Computer Engineering, Systems Engineering, Computer Science, or other related field and a minimum of two (2) years of relevant experience or current industry certificates (such as MSCE, CCNA, etc). Experience must demonstrate the ability to prepare detailed specifications and computer software programs including integrating, testing, and debugging of software components.

16. Computer Scientist: The Computer Scientist shall have a Bachelor's degree in Computer Science or software engineering from an accredited college or university and ten (10) years experience in tasks directly related to the SOW. This experience must include five (5) years of machinery condition assessment and equipment condition monitoring, utilizing computerized, on-line diagnostic systems directly related to the SOW.

17. Senior Logistician: The Senior Logistician should have a Bachelor's degree from an accredited college or university or be a graduate of military schools which have provided an in-depth knowledge of naval shipboard systems maintenance and operation. Must demonstrate five (5) years experience in the development of Integrated Logistics Support of systems and equipment directly related to the SOW.

18. Logistician: The Logistician should have a high school diploma or be a graduate of military schools which have provided and in-depth knowledge of naval shipboard systems maintenance and operation. Must demonstrate five (5) years experience in the development of Integrated Logistics Support of systems and equipment directly related to the SOW.

19. Training Support Specialist: The Training Support Specialist must have a high school diploma or be a graduate of military schools, which have provided an in-depth knowledge of training techniques and curriculum development and must possess three (3) years of experience. Experience shall demonstrate the ability to gather, analyze, edit, and prepare system/course training information, conduct necessary research and ensure the use of proper systems and documentation standards, and evaluate curriculum requirements and user needs ensuring operational requirements are met.

20. Field Engineer*: The Field Engineer shall have a minimum of ten (10) years of general C4ISR experience which includes three (3) years of specialized C4ISR equipment or system experience. Experience must demonstrate the ability to troubleshoot, repair, test, and provide technical guidance on equipment and systems.

21. Electronics Technician III: An Associate's degree and a minimum of four (4) years experience in an appropriate technical discipline; or seven (7) years relevant technical experience. Demonstrated ability to apply technical expertise to solve complex problems that typically cannot be solved solely by referencing manufacturers' manuals. Performs such tasks as masking circuit analysis, calculating waveforms, and tracing relationships in signal flow. Uses complex test instruments such as high frequency pulse generators, frequency synthesizers, distortion analyzers, and complex computer control equipment.

22. Electronics Technician II: An Associate's degree and a minimum of two (2) years experience in an appropriate technical discipline; or five (5) years relevant technical experience. Requires familiarity with the inter-relationships of circuits and judgment in planning work sequence and selecting tools and testing instruments.

23. Electronics Technician I: High school graduate or GED with at least one (1) year relevant experience. Performs simple tasks such as replacing components, wiring circuits, repairing simple electronic equipment, and taking test readings using common instruments.

24. Quality Specialist: The Quality Specialist shall be a high school graduate with at least five (5) years of experience in developing and documenting production processes and procedures. Experience must demonstrate knowledge of and success in implementing military and commercial quality programs and directives.

25. Senior Technical Writer: The Technical Writer shall be a college graduate (Associates or Bachelors degree) and must have five (5) years experience in preparing and editing technical documents which include technical manuals, project plans, operational guides, etc. Experience must demonstrate at least three (3) years experience in use of computer graphics and publishing tools and software. An additional five (5) years of experience may be substituted for educational experience.

26. Technical Writer: The Technical Writer shall be a high school graduate or equivalent, must have three (3) years experience in preparing and editing technical documents which include technical manuals, project plans, operational guides, etc. Experience must demonstrate at least two (2) years experience in electronic systems documentation development.

27. Graphics Illustrator: The Graphics Illustrator shall be a high school graduate or equivalent, must have three (3) years of experience in preparing and editing graphics, pictures, and other forms of artwork. Experience must demonstrate at least two (2) years experience in use of computer graphics and publishing tools and software.

28. Draftsman: The Draftsman shall possess an Associate's degree and a minimum of two (2) years of experience or be a high school graduate and must have four (4) years of practical experience. Experience must demonstrate the development of drawings and/or illustrations, which include a demonstrated ability to utilize computer aided drawing software packages.

29. Word Processor: The Word Processor shall be a high school graduate or equivalent, must have three (3) years experience in word processing, data entry, formatting, and operation of word processing equipment, must have two (2) years experience in use of spreadsheet software and basic database setup, and must have formalized word processing software utilization.

30. Secretary: The Secretary shall be a high school graduate or equivalent with five (5) years experience and must be able to perform office work in support of the program.

31. Installation Mechanic: The Installation Mechanic shall be a high school graduate or equivalent with three (3) years experience in trade. Formal education can be substituted for an additional two (2) years of experience in trade.

32. Outside Machinist: The Outside Machinist shall be a high school graduate or equivalent with three (3) years experience in trade and skilled in the use of tools of the trade. Formal education can be substituted for an additional two (2) years of experience in trade.

33. Inside Machinist: The Inside Machinist shall be a high school graduate or equivalent with three (3) years experience in trade and skilled in the use of tools of the trade. Formal education can be substituted for an additional two (2) years of experience in trade.

34. Sheet Metal Mechanic: The Sheet Metal Mechanic shall be a high school graduate or equivalent with three (3) years experience in trade and skilled in the use of tools of the trade. Formal education can be substituted for an additional two (2) years of experience in trade.

35. Shipfitter/Pipefitter: The Shipfitter/Pipefitter shall be a high school graduate or equivalent with three (3) years experience in trade and skilled in the use of tools of the trade. Formal education can be substituted for an additional two (2) years of experience in trade.

36. Welder: The Welder shall be a high school graduate or equivalent with three (3) years experience in trade and skilled in the use of tools of the trade. Certifications for the types of welds to be performed must be available for government review. Formal education can be substituted for an additional two (2) years of experience in trade.

37. Stockman/Laborer/Helper: The Stockman/Laborer/Helper does not require any education or work experience.

* - Denotes KEY personnel.

7.0 DELIVERABLES AND PERFORMANCE

A001	DI-MGMT-80368	STATUS REPORT	(MONTHLY STATUS REPORT)
A002	DI-MGMT-80368	STATUS REPORT	(CONTRACTOR LEADER MEETINGS AND STATUS REPORTS)
A003	DI-MGMT-80368	STATUS REPORT	(ALTERATION/REPAIR COMPLETION REPORT)
A004	DI-ILSS-80521	MATERIAL STATUS REPORT	
A005	DI-FNCL-80912	PERFORMANCE AND COST REPORT	
A006	DI-MISC-80711	SCIENTIFIC AND TECHNICAL REPORT	
A007	DI-ADMN-81373	PRESENTATION MATERIAL	
A008	DI-DRPR-81242	INSTALLATION CONTROL DRAWINGS	
A009	DI-SSES-81003B	COMMERCIAL DRAWINGS	
A010	DI-QCIC-81110	INSPECTION AND TEST PLAN	
A011	DI-NDTI-80603	TEST PROCEDURE	
A012	DI-MGMT-80894A	SOURCE/VENDOR LIST	(COPIES OF PURCHASE FOREIGN LIST ORDERS)
A013	DI-MGMT-80894A	SOURCE/VENDOR LIST	(INDEX OF PURCHASE FOREIGN LIST (ORDERS))
A014	DI-MISC-80678	CERTIFICATION/DATA REPORT	
A015	DI-SSES-81000B	PRODUCT DRAWINGS	

The basic Contract Data Requirements List (CDRL) requirements are provided in Exhibit A, attached hereto. Data requirements are to be tailored for each particular Delivery Order (DO). The CDRL requirements for each individual delivery order will be identified by the Government as a part of each delivery order and shall be a requirement of that particular task. If additional CDRLs are required for a specific task, the requirement and the appropriate Data Item Description (DID) will be provided as attachments to the DO.

8.0 GOVERNMENT FURNISHED INFORMATION

Any required Government Furnished Information will be provided as an attachment to the appropriate Delivery Order.

9.0 SECURITY

9.1 The Department of Defense Contract Security Classification, DD Form 254 included in Section J, itemizes the security classification requirements for this contract. The work to be performed under this contract shall involve access to, and handling of, classified material up to and including SECRET.

9.2 The contractor's facility in the Norfolk area shall be cleared for access of classified information up to and including Secret and authorized for storage of classified material up to and including Secret and be capable of obtaining a National Security Agency (NSA-approved) Communications Security (COMSEC) Material System (CMS) account for the receipt, issuance, and storage of COMSEC material.

SECTION D Packaging and Marking

The items to be delivered under the resultant contract shall be packaged and marked in accordance with the Contractor's standard practices.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
252.246-7000	Material Inspection And Receiving Report	DEC 1991

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34 F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)

- a. The contract ordering period shall be from the effective date of the contract through five (5) years thereafter.
- b. The contract performance period shall be from the effective date of the contract through 180 days after the end of the ordering period.

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

CAR-G01 REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor* at the following address:

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to _____.

Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than ____ calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)
 - (3) Accounting Classification Reference Number (ACRN)
 - (4) Payment terms
 - (5) Procuring activity
 - (6) Date supplies provided or services performed
 - (7) Costs incurred and allowable under the contract
 - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",
 _____ is required with each invoice submittal.
 _____ is required only with the final invoice.

_____ is not required.

(f) A Certificate of Performance

** shall be provided with each invoice submittal.

_____ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

* In contracts with the Canadian Commercial Corporation, substitute "Administrative Contracting Officer" for "contract auditor".

** Check appropriate requirements.

(End of clause)

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE:

CAR-I03 Organizational Conflict of Interest

DEC 1999

CLAUSES INCORPORATED BY FULL TEXT

CAR-H01 PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (APR 2001) (NSWCCD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. Each order will describe the scope of work by stating a definite goal or target and specifying an end product that normally will take the form of a final report. This completion form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be subject to an equitable adjustment as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The cost-plus-fixed-fee completion form necessarily involves uncertainties in the performance of each order, and alterations or variations made by the Contractor during performance of the order normally are not subject to an equitable adjustment in fee. Examples of such alterations or variations include a shift in emphasis among work areas or tasks, filling in details to complete the general description of work, or refinements in approaches or proposed solutions. Consequently, the Contractor will be entitled to an equitable adjustment in the fixed fee only when the Contracting Officer changes the work to be performed under an order by issuing a written order pursuant to the Changes-Cost Reimbursement clause of this contract.

(d) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is no overall reduction in the total estimated cost of the order.

CAR-H04 PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by

contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*:

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	MAY 2001
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.219-26	Small Disadvantaged Business Participation Program--Incentive Subcontracting	OCT 2000
52.222-3	Convict Labor	AUG 1996
52.222-19	Child Labor--Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of	DEC 2001

	The Vietnam Era, and Other Eligible Veterans	
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25 Alt I	Prompt Payment (Feb 2002) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998

252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7010	Duty-Free Entry--Additional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through five (5) years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,000,000

(2) Any order for a combination of items in excess of \$2,500,000 or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in b above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after the end of the ordering period.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed **13,850** labor hours or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

	Suffolk, VA Hourly Rate	San Diego, CA Hourly Rate
Systems Analyst	26.73	27.18
Sr. Computer Programmer	33.25	36.38
Computer Programmer	26.73	27.18
Computer Scientist	26.73	27.18
Sr. Logistician	29.49	30.60
ILS Technician	17.13	17.25
Senior Techwriter	24.61	25.53
Draftsman	17.13	17.25
Graphics Illustrator	17.13	17.25
Engineering Technician IV	27.61	28.64
Engineering Technician III	21.60	22.41
Engineering Technician II	16.33	16.94
Engineering Technician I	11.04	11.46
Technical Writer	20.95	21.10
Word Processor	12.36	12.45
Installation Mechanic	15.41	16.96
Inside Machinist	15.41	16.96
Sheet Metal Mechanic	15.41	16.96
Shipfitter/Pipefitter	15.41	16.96
Welder	15.41	16.96

Laborer/Helper

12.41

12.85

(End of clause)

52.222-47 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor _____ and the _____(union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (b) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(End of clause)

52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)

(a) Definitions. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

"Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

"Nonprofit organization" means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

"Practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

"Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor. (1) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within 6 months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor shall file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor elects not to retain title to a subject invention;

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);

(3) In those countries in which the Contractor fails to file patent applications within the time specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when

transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and subparagraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in this invention."

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject

invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) or (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts. (1) The Contractor shall include the clause at 52.227-11 of the Federal Acquisition Regulation (FAR), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees

that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. [Reserved]

(l) Communications.

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(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;

(ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;

(iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or

(iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(8) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(End of clause)

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice,

(i) decrease the Government-furnished property provided or to be provided under this contract or

(ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(6) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any 48 CFR (Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

CAR-I01 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

(a) The COR for this contract is:

Name: [*]

Mailing Address: [*]

Code: [*]

Telephone No.: [*]

* Insert appropriate information

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

CAR-I03 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 1996) (NSWCCD)

This provision provides examples of certain organizational conflicts of interest which are prescribed by Federal Acquisition Regulation Subpart 9.5. The two (2) underlying principles which this provision seeks to avoid are preventing the existence of conflicting roles that might bias a contractor's judgement and preventing unfair competitive advantage. The following subsections prescribe certain limitations on contracting as the means of avoiding, neutralizing or mitigating organizational conflicts of interest.

(a) If, under this contract, the contractor will provide systems engineering and technical direction for a system, but does not have overall contractual responsibility for its development, integration, assembly, checkout or

production, the contractor shall not be awarded a subsequent contract to supply the system or any of its major components, or to act as consultant to a supplier of any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and technical direction. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.

(b) If, under this contract, the contractor will prepare and furnish complete specifications covering nondevelopmental items, to be used in a competitive acquisition, the contractor shall not be permitted to furnish these items, either as a prime or subcontractor. The term of this prohibition shall endure for the entire period of this contract performance and for either two (2) years thereafter or the duration of the initial production contract whichever is longer. This rule shall not apply to contractors who furnish specifications or data at Government request or to situations in which contractors act as Industry representatives to help Government agencies prepare, refine or coordinate specifications, provided this assistance is supervised and controlled by Government representatives.

(c) If, under this contract, the contractor will prepare or assist in preparing a work statement to be used in competitively acquiring a system or services, the contractor shall not supply the system, its major components, or the service unless the contractor is the sole source, the contractor has participated in the development and design work, or more than one contractor has been involved in preparing the work statement. The term of this prohibition shall endure for the entire period of this contract performance and for two years thereafter.

(d) If, under this contract, the contractor will provide technical evaluation of products or advisory and assistance services, the contractor shall not provide such services if the services relate to the contractor's own or a competitor's products or services unless proper safeguards are established to ensure objectivity.

(e) If, under this contract, the contractor gains access to proprietary or source selection information of other companies in performing advisory assistance services for the Government, the contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the Contracting Officer.

CAR-I04 ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (MAY 1998) (NSWCCD)

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order under which the requirement to provide supplies or services is subject to either the clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds" applicable to the particular order involved.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer/Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer/Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery

schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(d) Should the Government and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer/Ordering Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

CAR-I07 LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to [*] inclusive of fee. It is estimated that these funds will cover the cost of performance through [**]. Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal liability on the part of the Government for payment in excess of [*] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

* enter the amount which is currently available for payment

** enter the date through which funds are estimated to cover

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

CAR-I08 SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request

for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME [*]

ADDRESS [*]

TELEPHONE [*]

* Insert appropriate information

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section I of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10)

working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this contract.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

SECTION J List of Documents, Exhibits and Other Attachments

SECTION J – List of Documents, Exhibits and other Attachments.

The Documents listed below are physically included in this solicitation document:

No. of Pages

DD Form 254	Contract Security Classification Specification	2
DD Form 1423	Contract Data Requirements List (CDRL)	8
DD Form 1664	Data Item Description (DID)	20
SF LLL	Disclosure of Lobbying Activities	2
	Past Performance Questionnaire	3
	Wage Determination No. 94-2543 Rev (30)	8
	Wage Determination No. 942057 Rev (29)	8

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.219-1 Alt I	Small Business Program Representations (Apr 2002) Alternate I	APR 2002
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	FEB 1999
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
52.230-1	Cost Accounting Standards Notices And Certification	JUN 2000
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994
252.225-7017	Prohibition on Award to Companies Owned by the People's Republic of China	FEB 2000
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,
County, Zip Code)**

**Name and Address of Owner and Operator of the
Plant or Facility if Other Than Offeror or
Respondent**

(End of provision)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PRO0Net); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact _____

Phone Number for Point of Contact _____

E-mail Address for Receipt of Electronic Distribution _____

SECTION L Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data	OCT 1997
52.216-27	Single or Multiple Awards	OCT 1995
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.232-28	Invitation to Propose Performance-Based Payments	MAR 2000
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, or revision, of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a ID/IQ, Cost Plus Fixed Fee type contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____. (Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any 48 CFR Chapter 2 provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

CAR-L07 SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

- (a) **DIRECT LABOR** - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracted labor below).
- (b) **FRINGE BENEFITS** - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.
- (c) **OVERHEAD** - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.
- (d) **SUBCONTRACTING LABOR** - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.
- (e) **OTHER** - (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.
- (f) **GENERAL & ADMINISTRATIVE EXPENSE** - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.
- (g) **FEE** - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

CAR-L08 RESUME REQUIREMENTS (JUN 1996) (NSWCCD)

- (a) The following information must be provided in the cost proposal, by lot or option, for each resume required to be submitted in the technical proposal:

- (1) estimated annual salary;
- (2) total estimated annual hours;
- (3) total estimated hour to be worked under the proposed contract.

Failure to provide this information may impact the Government's evaluation of contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

CAR-L11 PROPOSAL PREPARATION REQUIREMENT

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

Documents	Original	Copies
Solicitation, Offer and Award Document (SF-33)	1	1
Technical Proposal	1	5
Cost Proposal	1	5

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high density format, and it is requested that the spreadsheet files be compatible with Windows 95 Version 4.0, Excel 97 Version 8.0. The provision of these spreadsheet files on diskette in no way relinquishes the offeror's responsibility to provide hard copies of the cost proposal.

(1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP) AND COVER LETTER

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention shall be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

It is the Government's intention to make a direct award and the proposal will be a self-sustaining document that represents the offeror's best efforts from a technical/cost position.

Cover Letter:

If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

In the event that a portion of the proposal is written by someone other than a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished which must be signed by a responsible officer of the Offeror (Company). This certificate shall show the persons name, employment capacity, the name of the firm, the relationship of the firm to that of the Offeror, and the portion of the proposal which he/she wrote

Differences between Proposed Format and RFP: Offerors shall provide an explanation, in a clearly readable format such as a matrix, of any difference between the manner in which the proposal was requested and the manner in which it is actually submitted.

MANDATORY REQUIREMENTS

Proposals submitted in response to this solicitation must meet the following **mandatory** requirements:

(1) PROXIMITY TO NSWC, SUFFOLK DETACHMENT.

It is essential that a high level of communication and liaison be maintained between the NSWCCD task order customers and the contractor to ensure a smooth exchange of information. Work performed under this contract shall be performed at Norfolk Naval Base, Norfolk, VA; in San Diego, CA; and at the contractor's facility and at various field sites, as required. Therefore, the contractor is required to have a facility and personnel for task performance located within a one hour traveling distance by automobile of the Norfolk Naval Base, Norfolk, Va. and the eastern side of the Coronado bridge in San Diego, CA;. Accordingly, location of personnel and facilities to be used in performance of tasks or plans for obtaining personnel and facilities shall be addressed in the technical proposal

(2) SECURITY REQUIREMENTS.

During performance of task orders, the contractor may have access to information classified to the level of **SECRET**, as indicated on the DD Form 254, Contract Security Classification Specification attached to this solicitation. The contractor will be required to meet these security requirements, both in terms of project personnel for the tasks and provision of an appropriate work/storage facility.

Therefore, offerors must have a facility clearance at the **SECRET** level and **ALL** proposed **Key-Personnel** must be cleared at the **SECRET** level. A **CONFIDENTIAL** security clearance is the minimum clearance required for **all** Non-key personnel. Additionally, the following Non-Key Personnel must possess a **SECRET** security clearance: PROJECT MANAGER; SENIOR ELECTRICAL ENGINEER; ELECTRICAL ENGINEER; SENIOR MECHANICAL ENGINEER; MECHANICAL ENGINEER; SENIOR NETWORK ENGINEER; NETWORK ENGINEER; SENIOR COMPUTER PROGRAMMER; COMPUTER PROGRAMMER; AND SENIOR TECHNICAL WRITER. Since resumes are not required for non-key personnel, the offeror shall state the security levels of all proposed Non-Key Personnel in its response to the Non-Key Personnel requirements.

Accordingly, the existence of a **SECRET** security clearance or plans for obtaining a security clearance for proposed personnel shall be addressed in the technical proposal and each Key Personnel resume submitted shall identify the current security clearance level. The successful contractor not possessing the required clearances within 60 days after date of contract award may be subject to termination in accordance with Clause 52.249-6, entitled "Termination (Cost-Reimbursement)" at no cost to the Government.

(3) TECHNICAL PROPOSAL

The technical/management proposal shall be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall not contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized in the following six (6) sections, and shall address in detail the following information:

Section A - Technical Understanding
 Section B - Personnel
 Section C - Corporate Experience
 Section D - Past Performance
 Section E - Facilities
 Section F - Small Business Compliance

INTRODUCTION (Maximum length: 5 pp.)

This section shall provide any necessary background information and an overview of the proposal which the offeror believes will assist in the understanding and accurate evaluation of the proposal.

SECTION A - Technical Understanding

The offeror shall demonstrate its technical understanding of the Scope of Work to be performed and its specific knowledge and understanding of each of the task areas as specified in the Statement of Work (SOW).

PERSONNEL QUALIFICATIONS (Individual resumes shall not exceed 4 pp. in length)

In this section, the offeror shall identify proposed individual(s) for each labor position and indicate the tasks for which the person is proposed. Resumes shall be submitted for all key personnel (as identified in the Statement of Work) to be assigned to the proposed contract. Resumes shall include the relevant qualifications, background and experience for all such key personnel in sufficient detail to demonstrate the capability of such personnel to accomplish the work described in the Statement of Work. The work history of each key person shall contain experience directly related to the tasks and functions he/she is intended to perform under the proposed contract.

Offerors shall indicate limitations on the availability of any proposed personnel, if any. If a proposed individual is currently employed by the offeror, the offeror shall discuss how they intend to cover the personnel requirements on this requirement, as well as any other contract(s) for which the proposed personnel are assigned, and indicate their availability (to work on this requirement) and their tenure. If the individual is not currently employed by the offeror, explain the rationale for proposing that person and include their letter of intent. Resumes shall be provided for all proposed subcontractor personnel and consultants, and the rationale for their use.

A summary table, in matrix format, shall also be provided to indicate personnel qualifications and experience.

NOTE: If subcontractors are to be used, resumes of the key personnel shall be included in this section, with the present company affiliation clearly identified. All of the requirements of this section shall apply to the use of subcontractor personnel, as well as the prime contractor's personnel.

If subcontracts are proposed, the following information is required:

- ? Point of contact, phone number and address of the Defense Contract Management Agency (DCMA)
- ? Point of contact, phone number, and address of the Defense Contract Audit Agency (DCAA).

During the solicitation and evaluation process prior to award, the Government must have an equal basis on which to evaluate Proposals. To this end, when preparing and submitting proposals in response to this solicitation, offerors shall use the labor categories and hours for EACH YEAR of the five year period of performance as specified below.

General – The offeror shall list all proposed personnel by labor category together with the number of hours to be worked and the corporate entity they represent. Offerors shall provide at least the minimum number of resumes for personnel specified below. The offeror shall not base qualifications upon presumption of future education or experience. Following is a list of the KEY PERSONNEL categories and minimum number of resumes required:

<u>Labor Category:</u>	<u>Number of Resumes</u>
Program Manager	1
Senior Project Engineer	1
Systems Analyst	1
Field Engineer	1

Note: Each resume must indicate clearly whether it is for a current employee of the offeror or a proposed new hire. If for a proposed new hire, evidence of employment commitment must be furnished.

LABOR CATEGORIES AND DESIRED QUALIFICATIONS

The offeror shall provide personnel having the levels of professional/technical experience and education specified below for each labor category:

1. Program Manager (Key): The Program Manager shall have a Bachelor's degree in engineering from an accredited college or university and a minimum of fifteen (15) years experience in the operation, maintenance, design, or testing of C4ISR systems and equipment of which ten (10) years must have been at the program management level. Experience with maintenance strategies and maintenance systems. Detailed knowledge of US Government organizations, their functions, and their responsibilities. A Master's degree may be used to substitute for five (5) years of experience.

2. Senior Project Engineer (KEY): The Senior Project Engineer shall have a Bachelor's degree in engineering from an accredited college or university and have a minimum of fifteen (15) years experience in the operation, maintenance, and in-service testing of C4ISR equipment and systems directly related to the Statement of Work (SOW). The last five years of this experience must be directly related to the SOW. Demonstrated experience managing projects similar in scope, magnitude, and complexity, as those listed in the SOW is mandatory. This experience should include detailed knowledge of integrated condition assessment systems for shipboard equipment condition monitoring, including implementation and operation of computerized on-line diagnostic modules used with these systems.

3. Project Manager: A Master's degree from an accredited institution in a technical or managerial field plus a minimum of seven (7) years of combined general, related and specialized experience; or a Bachelor's degree from an accredited institution in a technical field or managerial field plus a minimum of ten (10) years of combined general, related, and specialized experience. This specialized experience may include a minimum of five (5) years of total experience as a successful manager of a team of skilled professional, technical and support personnel.

4. Senior Electrical Engineer: The Senior Electrical Engineer shall have a Bachelor's degree in electrical engineering from an accredited college or university and a minimum of ten years experience in the design, operation, maintenance or testing of C4ISR equipment and systems. Experience in the development of technical documentation utilizing military specifications and standards. Knowledge of US Government organizations, their functions and their responsibility and a minimum of three (3) years supervisory experience is required. A Master's degree may be used to substitute for five (5) years of experience.

5. Electrical Engineer: The Electrical Engineer shall have a Bachelor's degree in electrical engineering from an accredited college or university and a minimum of four (4) years experience in the design, operation, maintenance or testing of C4ISR equipment and systems. Experience in the development of technical documentation utilizing military specifications and standards.

6. Junior Electrical Engineer: The Junior Electrical Engineer shall have a Bachelor's degree in electrical engineering from an accredited college or university.

7. Senior Mechanical Engineer: The Senior Mechanical Engineer shall have a Bachelor's degree in mechanical engineering from an accredited college or university and a minimum of ten (10) years experience in the design, operation, maintenance, or testing of C4ISR equipment and/or supporting systems which can include HM&E systems. Experience in the development of technical documentation utilizing military specifications and standards. Knowledge of US Government organizations, their functions, and their responsibility and a minimum of three (3) years supervisory experience is required. A Master's degree may be used to substitute for five (5) years of experience.

8. Mechanical Engineer: The Mechanical Engineer shall have a Bachelor's degree in mechanical engineering from an accredited college or university and a minimum of four (4) years experience in the design, operation, maintenance or testing of C4ISR equipment and/or supporting systems which can include HM&E systems. Experience in the development of technical documentation utilizing military specifications and standards is desired.

9. Junior Mechanical Engineer: The Junior Mechanical Engineer shall have a Bachelor's degree in mechanical engineering from an accredited college or university.

10. Systems Analyst (KEY): The Systems Analyst shall have a minimum of ten (10) years of experience in either C4ISR or HM&E equipment and systems. Experience in the development of technical documentation utilizing military specifications and standards is desired. Knowledge of US Government organizations, their functions, and their responsibility is required.

11. Senior Network Engineer: The Senior Network Engineer shall have a Bachelor's degree in Electrical or Computer Engineering, Computer Science, or other related field and a minimum of ten (10) years of relevant experience, including a sound familiarity with interface protocols. Must possess good oral and written communication skills for direct client interface. Knowledge and ability to establish system requirements; create architecture to support requirements; establish communications paths with system owners; develop test criteria; install equipment at designated site; perform operational tests on equipment and circuits is required. Experience in supporting both the acquisition and user communities to meet communications needs. A Master's degree may be used to substitute for five (5) years of experience.

12. Network Engineer: The Network Engineer shall have a Bachelor's degree in Electrical or Computer Engineering, Systems Engineering, Computer Science, or other related field and a minimum of two (2) years of relevant experience or current industry certificates (such as MSCE, CCNA, etc). Relevant experience will demonstrate a sound familiarity with interface protocols and equipment. Must possess good oral and written communication skills for direct client interface. Knowledge and ability to support the development of system requirements; create architecture to support requirements; establish communications paths with system owners; develop test criteria; install equipment at designated site; perform operational tests on equipment and circuits.

13. Junior Network Engineer: The Junior Network Engineer shall have a Bachelor's degree in Electrical or Computer Engineering, Systems Engineering, Computer Science, or other related field or current industry certificates (such as MSCE, CCNA, etc) and a minimum of one (1) year of relevant experience. Relevant experience will demonstrate a sound familiarity of networking equipment and systems.

14. Senior Computer Programmer: The Senior Computer Programmer shall have a Bachelor's degree in Electrical or Computer Engineering, Computer Science, or other related field and a minimum of ten (10) years of relevant experience, including a sound familiarity with programming techniques and various programming languages. Demonstrated ability to provide technical guidance and skills in support of information systems development and integration efforts. Performs in a variety of technical areas including systems requirements analysis, data analysis and engineering, systems design, systems development, computer programming, systems testing and deployment, quality assurance, configuration management, and systems documentation. Provides technical and administrative support for information systems development tasks, including execution of technical tasks, the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. A Master's degree may be used to substitute for five (5) years of experience.

15. Computer Programmer: The Computer Programmer shall have a Bachelor's degree in Electrical or Computer Engineering, Systems Engineering, Computer Science, or other related field and a minimum of two (2) years of relevant experience or current industry certificates (such as MSCE, CCNA, etc). Experience must demonstrate the ability to prepare detailed specifications and computer software programs including integrating, testing, and debugging of software components.

16. Computer Scientist : The Computer Scientist shall have a Bachelor's degree in Computer Science or software engineering from an accredited college or university and ten (10) years experience in tasks directly related to the SOW. This experience must include five (5) years of machinery condition assessment and equipment condition monitoring, utilizing computerized, on-line diagnostic systems directly related to the SOW.

17. Senior Logistician: The Senior Logistician should have a Bachelor's degree from an accredited college or university or be a graduate of military schools which have provided an in-depth knowledge of naval shipboard systems maintenance and operation. Must demonstrate five (5) years experience in the development of Integrated Logistics Support of systems and equipment directly related to the SOW.

18. Logistician: The Logistician should have a high school diploma or be a graduate of military schools which have provided and in-depth knowledge of naval shipboard systems maintenance and operation. Must demonstrate five (5) years experience in the development of Integrated Logistics Support of systems and equipment directly related to the SOW.

19. Training Support Specialist: The Training Support Specialist must have a high school diploma or be a graduate of military schools, which have provided an in-depth knowledge of training techniques and curriculum development and must possess three (3) years of experience. Experience shall demonstrate the ability to gather, analyze, edit, and prepare system/course training information, conduct necessary research and ensure the use of proper systems and documentation standards, and evaluate curriculum requirements and user needs ensuring operational requirements are met.

20. Field Engineer (KEY): The Field Engineer shall have a minimum of ten (10) years of general C4ISR experience which includes three (3) years of specialized C4ISR equipment or system experience. Experience must demonstrate the ability to troubleshoot, repair, test, and provide technical guidance on equipment and systems.

21. Electronics Technician III: An Associate's degree and a minimum of four (4) years experience in an appropriate technical discipline; or seven (7) years relevant technical experience. Demonstrated ability to apply technical expertise to solve complex problems that typically cannot be solved solely by referencing manufacturers' manuals. Performs such tasks as masking circuit analysis, calculating waveforms, and tracing relationships in signal flow. Uses complex test instruments such as high frequency pulse generators, frequency synthesizers, distortion analyzers, and complex computer control equipment.

22. Electronics Technician II: An Associate's degree and a minimum of two (2) years experience in an appropriate technical discipline; or five (5) years relevant technical experience. Requires familiarity with the inter-relationships of circuits and judgment in planning work sequence and selecting tools and testing instruments.

23. Electronics Technician I: High school graduate or GED with at least one (1) year relevant experience. Performs simple tasks such as replacing components, wiring circuits, repairing simple electronic equipment, and taking test readings using common instruments.

24. Quality Specialist: The Quality Specialist shall be a high school graduate with at least five (5) years of experience in developing and documenting production processes and procedures. Experience must demonstrate knowledge of and success in implementing military and commercial quality programs and directives.

25. Senior Technical Writer: The Technical Writer shall be a college graduate (Associates or Bachelors degree) and must have five (5) years experience in preparing and editing technical documents which include technical

manuals, project plans, operational guides, etc. Experience must demonstrate at least three (3) years experience in use of computer graphics and publishing tools and software. An additional five (5) years of experience may be substituted for educational experience.

26. Technical Writer: The Technical Writer shall be a high school graduate or equivalent, must have three (3) years experience in preparing and editing technical documents which include technical manuals, project plans, operational guides, etc. Experience must demonstrate at least two (2) years experience in electronic systems documentation development.

27. Graphics Illustrator: The Graphics Illustrator shall be a high school graduate or equivalent, must have three (3) years of experience in preparing and editing graphics, pictures, and other forms of artwork. Experience must demonstrate at least two (2) years experience in use of computer graphics and publishing tools and software.

28. Draftsman: The Draftsman shall possess an Associate's degree and a minimum of two (2) years of experience or be a high school graduate and must have four (4) years of practical experience. Experience must demonstrate the development of drawings and/or illustrations, which include a demonstrated ability to utilize computer aided drawing software packages.

29. Word Processor: The Word Processor shall be a high school graduate or equivalent, must have three (3) years experience in word processing, data entry, formatting, and operation of word processing equipment, must have two (2) years experience in use of spreadsheet software and basic database setup, and must have formalized word processing software utilization.

30. Secretary: The Secretary shall be a high school graduate or equivalent with five (5) years experience and must be able to perform office work in support of the program.

31. Installation Mechanic: The Installation Mechanic shall be a high school graduate or equivalent with three (3) years experience in trade. Formal education can be substituted for an additional two (2) years of experience in trade.

32. Outside Machinist: The Outside Machinist shall be a high school graduate or equivalent with three (3) years experience in trade and skilled in the use of tools of the trade. Formal education can be substituted for an additional two (2) years of experience in trade.

33. Inside Machinist: The Inside Machinist shall be a high school graduate or equivalent with three (3) years experience in trade and skilled in the use of tools of the trade. Formal education can be substituted for an additional two (2) years of experience in trade.

34. Sheet Metal Mechanic: The Sheet Metal Mechanic shall be a high school graduate or equivalent with three (3) years experience in trade and skilled in the use of tools of the trade. Formal education can be substituted for an additional two (2) years of experience in trade.

35. Shipfitter/Pipefitter: The Shipfitter/Pipefitter shall be a high school graduate or equivalent with three (3) years experience in trade and skilled in the use of tools of the trade. Formal education can be substituted for an additional two (2) years of experience in trade.

36. Welder: The Welder shall be a high school graduate or equivalent with three (3) years experience in trade and skilled in the use of tools of the trade. Certifications for the types of welds to be performed must be available for government review. Formal education can be substituted for an additional two (2) years of experience in trade.

37. Stockman/Laborer/Helper: The Stockman/Laborer/Helper does not require any education or work experience.

SECTION C - Corporate Experience

The offeror's proposal shall demonstrate its corporate experience as related to the tasks set forth in the Statement of Work. A tabular and narrative synopsis of similar or related Government, military or commercial work ongoing or

completed in the past ten (10) years shall be provided. The tabular portion of the synopsis shall be presented in the following format:

- Contract number
- Type of contract
- Contracting activity and address
- Contracting Officer's name and telephone number
- Contracting activity technical point of contact name and telephone number
- Award price/cost
- Final price/cost
- Man-hours of effort
- Period of performance

The narrative portion of each contract synopsis shall describe the effort related to the tasks in the statement of work. The description shall specify the nature of the work, similarities with the current proposed work, and the relevant experience gained. The narrative portion shall also indicate any occurrence of cost growth and/or schedule delays encountered. The appearance of cost growths and/or schedule delays on past contracts must be explained.

SECTION D - Past Performance (Max length: 25 pp.)

The offeror shall demonstrate past performance as it relates to the Scope of Work tasking areas provided in the Statement of Work during the past three (3) years in the following five (5) areas:

1. Customer Satisfaction
2. Contract Compliance
3. Quality of Performance
4. Schedule Adherence
5. Cost Control

For three (3) commercial or Government contracts completed within the last three (3) years for similar or related work, either as a prime or subcontract, the offeror shall send to the cognizant Procuring Contracting Officer (PCO), Administrative Contracting Officer (ACO), or Contracting Officer Representative (COR) a copy of Past Performance Questionnaire provided under Section J of the RFP. The completed questionnaires shall be completed by the PCO, ACO, or COR and forwarded directly to the following address not later than the closing date specified on the SF 33:

Naval Surface Warfare Center
Carderock Division
Code 3322 (Mr. Lesley Wise)
Bldg 121 Room 200
9500 MacArthur Blvd
West Bethesda, MD 20817-5700

The Past Performance Questionnaire may be faxed to Mr. Lesley Wise on (301) 227-5874 or sent via email to: wisela@nswccd.navy.mil.

The Navy also intends to review the Contractor Performance Assessment Reporting System (CPARS) ratings of an offeror's performance of relevant contracts. In the event the Navy cannot obtain adequate CPARS rating information regarding a particular offeror, the Navy may review other relevant past performance information from sources other than those identified by the Offeror. General trends in a contractor's performance will also be considered. Additionally, when subcontractors perform significant parts of the effort, their past performance may also be evaluated.

Past performance information will be used to evaluate a contractor's actions under previously awarded contracts. It may include the offeror's record of (1) conforming to specifications and standards of good workmanship; (2)

containing and forecasting costs on any previously performed cost reimbursable contracts; (3) administrative aspects of performance; (4) history for reasonable and cooperative behavior, and (5) commitment to customer satisfaction and business-like concern for interests of the customer.

Each offeror has the opportunity to provide in its proposal any information regarding its past performance of contracts similar to the Navy's requirement that it would like the Navy to consider. Such information may be in the nature of additional information to that which the Navy has readily available, or which has already been rated under the CPARS system, or which the offeror considers essential to the Navy's evaluation or explanatory information of substandard or poor performance and the corrective actions taken to prevent a recurrence. The Navy reserves the right to verify statements and representations made in an offeror's proposal.

To assist the Navy in performing the past performance evaluation defined above, offerors shall list all relevant work performed for the Government which involved similar or related work performed (or currently performing) in the last three (3) years. The offeror may identify Federal, State and Local government and private contracts that are similar to the statement of work for ongoing contracts or contracts completed in the past three years. Offerors that represent newly formed entities, without prior contract experience, shall list previous contract and subcontract experience, as required above, for all key personnel identified the proposal.

SECTION E - FACILITIES:

The offeror shall provide a description of the offeror's facilities that would be made available for accomplishing the work identified in the Statement of Work. Of particular importance is the adequacy of the facilities for meeting the requirements of the Statement of Work.

? Office Space:

The offeror shall demonstrate its ability to maintain office space in Norfolk, VA and San Diego, CA within one hour driving time as specified in the SOW in Paragraphs 3.6.1 and 3.6.2., and the ability to store classified documents up to the SECRET level.

? Hardware Capabilities:

The offeror shall demonstrate its ability to provide resources and hardware necessary to successfully support the Scope of Work. Evidence of production facilities, test benches, and test equipment and quality assurance procedures and program.

? Software Capabilities:

The offeror shall demonstrate its ability to provide software resources necessary to successfully support the Scope of Work. Evidence of software development procedures and production facilities which include individual email accounts, internet access, MS Office, MS-based Project software, Photo Management software, engineering analysis software, Windows operating system, and computer code programming in SQL, C++ and Visual Basic.

SECTION F – SMALL BUSINESS COMPLIANCE

The Offeror's shall demonstrate its compliance with 52.219-8 "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns" and 52.219-9 "Small Business, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan" will also be evaluated and shall therefore be addressed in this section of the proposal.

(4) COST PROPOSAL

To assist the Government in determining cost reasonableness/realism for this effort, the offeror shall provide sufficient detailed cost information with the proposal to make this determination. In preparing the cost proposal, it is essential that the offeror breakout and identify separately for each year of the contract, the following types of cost

elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

Direct Labor Costs:

(1) Information including the name, title, and actual hourly rate shall be provided by the Offeror for each individual proposed for the labor categories identified in Section C. Paragraph 6.0. If the Offeror proposes direct labor rates based on a composite rate structure (i.e. inclusion of subcontractor rates in prime offerors hourly rate), then the Offeror shall clearly identify the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate.

(2) If an Offeror's proposed labor category differs in name from those listed above, a chart shall be included which identifies how these categories correspond to the ones listed in the solicitation.

(3) The Offeror shall identify any escalation rates utilized in the preparation of their cost proposal, and shall provide historical information pertaining to the actual escalation rate experienced over the past three (3) year period.

(4) Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal.

(5) The Offeror shall provide a copy of the Employment Contract for any individual proposed who is not currently employed by the Offeror or subcontractor (if proposed).

(6) Major Subcontracting Costs: The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be supported. It is the Offeror's responsibility to ensure that this support documentation is received by the Government within the timeframe (i.e. closing date) established for this instant solicitation.

(7) Consultants: If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Include those items of costs associated with consultants (i.e. hours proposed, and hourly rate). A copy of the Consultant Agreement shall also be provided by the Offeror.

Indirect Rates: Offerors shall list the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates, and historical actuals (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

Facilities Capital Cost of Money: If this cost element is proposed, the offeror shall provide information pertaining to the derivation of the FCCOM costs (i.e. FCCOM factors and application bases).

Fee: Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

NTE Support Costs: These costs reflect all other direct costs which are not labor costs. For proposal purposes, the not-to-exceed (NTE) amounts for the support costs (material, travel and miscellaneous) have been identified in Section B. Along with these costs, the Offeror may include a cost element associated with a G&A/handling rate associated with these costs. If a G&A/handling rate is proposed for these support costs, the Offeror shall identify these costs and their applicable rate. The Offeror shall apply his applicable indirect rate, exclusive of fee, to establish his proposed cost. Lastly, It should be noted that all support costs are non-fee bearing costs.

The Government is contemplating issuance of an Indefinite Delivery, Indefinite Quantity, Cost Plus Fixed Fee (completion) type contract(s) contract which allows the issuance of Delivery Orders on a completion basis in lieu of level of effort or term. Completion type Delivery Orders require the contractor to complete and deliver a specified end product (such as hardware or a comprehensive final report) as a condition of payment of the entire fixed fee and within the originally estimated cost, if possible.

The Government may increase the estimated cost and direct the contractor to incur costs above the original estimated cost estimate without an increase in fee. However, during the solicitation and evaluation process prior to award, the Government must have an equal basis on which to evaluate proposals. To this end, when preparing and submitting proposals in response to the solicitation, offerors shall use the labor categories and hours for each year of the five year period of performance as specified below.

Although the labor categories and hours listed below will not be included as part of the contract award document, the names and labor categories of Key Personnel proposed and accepted will be a part of the award as specified in Section I – Agency Specific Provision entitled, “Substitution of Key Personnel (JUN 1996) (NSWCCD). **THE ANTICIPATED CONTRACT REQUIRES APPROXIMATELY 80% OF THE EFFORT TO BE PERFORMED ON THE EAST COAST AND 20% OF THE EFFORT TO BE PERFORMED ON THE WEST COAST.**

LABOR CATEGORY	HOURS
Total Program Manager	1,360
Total Sr. Project Engineer	1,360
Total Project Manager	1,760
Total Sr Electrical Engineer	1,560
Total Electrical Engineer	2,160
Total Jr. Electrical Engineer	3,080
Total Sr Mechanical Engineer	1,560
Total Mechanical Engineer	2,160
Total Jr. Mechanical Engineer	3,080
Total Systems Analyst	2,160
Total Sr. Network Engineer	1,560
Total Network Engineer	2,160
Total Jr. Network Engineer	3,080
Total Sr. Computer Programmer	1,560
Total Computer Programmer	2,160
Total Computer Scientist	3,080
Total Sr. Logistician	5,400
Total ILS Technician	5,400
Total Training Support Specialist	4,160
Total Training Support Specialist	1,560
Total Senior Techwriter	1,560
Total Draftsman	5,080
Total Graphics Illustrator	5,080
Total Field Engineer	3,280
Total Engineering Technician IV	3,280
Total Engineering Technician III	3,280
Total Engineering Technician II	3,280
Total Engineering Technician I	3,280
Total Technical Writer	1,560
Total Word Processor	3,200
Total Secretary I	3,200
Total Installation Mechanic	7040
Total Inside Machinist	3,780
Total Sheet Metal Mechanic	2590
Total Shipfitter/Pipefitter	3,800

Total Welder	4,900
Total Laborer/Helper	7,040
Total Labor Hours Per Year	115,590

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

CAR-M02 AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (AUG 1999) (NSWCCD)

(a) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical Capability and Cost) are set forth below and parallel the solicitation response called for elsewhere herein.

(b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors and sub-factors set forth in paragraph (g) below. All offers received will be evaluated by a team of Government personnel in accordance with the plan. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price; Cost will be evaluated for reasonableness and realism.

(c) **Evaluation Approach.** The following evaluation approach will be used:

(1) **Technical Proposal.** The evaluators will prepare a narrative description and assign a point score for each technical evaluation factor. All evaluation factors other than cost or price will be combined into a merit rating of either acceptable, unacceptable but susceptible of being made acceptable, or unacceptable.

(2) **Cost or Price Proposal.**

(i) Although cost or price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. Cost realism is a determination of the probable cost of performance for each offeror. In those evaluations where all other evaluation factors, when combined, are significantly more important than cost or price, the degree of importance of the cost or price factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(iii) **In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates (including issues regarding the applicability of uncompensated overtime) will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.**

(3) Evaluation of Indirect Rates Applicable to Support Costs:

- (i) The determination of the magnitude of the cost proposal will be based upon adding all proposed costs for labor plus support costs. It is intended to reimburse support cost on the basis of actual reasonable and allowable costs incurred plus G&A only (no fee). Therefore, for evaluation purposes, the Government will add the offeror's proposed G&A rate to the Government estimated Not-To-Exceed (NTE) amounts specified for support costs.
- (ii) If the offeror's DCAA approved accounting system includes the application on any other indirect cost rates (in addition to G&A) to the support costs items, those rates shall be identified in the proposal and will also be added to the respective estimated amounts specified for purposes of evaluation. An example would be when the offeror's approved accounting system includes application of a material handling fee to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling fee.
- (iii) If an offeror fails to identify, as part of its proposal, an indirect cost rate that would otherwise be applicable to one of the support an cost items, it shall not be allowed to invoice for the indirect rate after award since the evaluation of its offer did not include that rate.
- (iv) Notwithstanding the fact that the Government will add proposed indirect cost rates to the support and subcontract cost NTE amounts specified, it will do so for evaluation purposes only and will not actually change the NTE amount at time of award. Rather, the contract will indicate that the NTE amounts are inclusive of G&A and whatever other indirect rates the offeror has identified in its proposal, and which were considered in the evaluation of that offeror.
- (v) If proposed indirect rates on support costs are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.

(d) Competitive Acquisition Instructions.

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) Discussion/Final Proposal Revisions.

The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the

competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) *Basis for Contract Award.*

The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals, and, if deemed necessary by the Contracting Officer, consideration of various types of mathematical models comparing technical points and cost. These technical point scores will be combined to form a merit rating. An offeror's overall scoring must be equal to 70 points or greater to be considered for award under this solicitation. All offeror(s) not meeting this minimum scoring of 70 points will be eliminated from further consideration. All offeror(s) with 70 points of greater will undergo a competitive, "best value" process and the offeror with the minimum cost per point will be chosen. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(g) *Evaluation Factors.*

The evaluation factors are listed below in both descending order and degree of relative importance.

FACTOR A - Technical Understanding
 FACTOR B- Personnel
 FACTOR C - Corporate Experience
 FACTOR D - Past Performance
 FACTOR E - Facilities
 FACTOR F - Small Business Compliance

Technical Understanding is most important and is almost two times more important than Personnel. The Personnel factor is approximately one-half as important as Technical Understanding and slightly more than two times more important than Corporate Experience and Past Performance. Corporate experience and Past Performance are equal in importance and slightly more important than Facilities. Facilities is slightly less important than Past Performance and more than two times more important than Small Business Compliance. Small Business Compliance is least important. Each major factor is split into a number of smaller subfactors whose order of importance is listed in its appropriate section or subsection in descending order of importance as indicated below. These point scores will be combined to form a merit rating.

FACTOR A - Technical Understanding

The degree to which the technical proposal demonstrates clear understanding of the Scope of Work to be performed and its specific knowledge and understanding of each of the task areas in the Statement of Work (SOW) and as summarized below. All subfactors are listed in descending order of importance. Task A-1, A-2, and A-3 are most important and are slightly more important as Tasks A-4, A-5, and A-6 which are of equal importance.

Task:

- A-1 Preparation of planning documents including Operational Requirements Documents (ORDs), Mission Needs Statements (MNS), C4I Support Plans (C4ISP), and Acquisition Plans (SOW Paragraphs 3.1.1 and 3.1.8)
- A-2 Preparation of analysis and technical studies (SOW Paragraphs 3.2.1, 3.2.2, and 3.2.6).
- A-3 Development of test plans and procedures for C4ISR Systems, which include automated test programs and routines (SOW Paragraphs 3.3.1 and 3.3.2).
- A-4 Knowledge of Alteration Installation Team installation processes, practices, and certifications (SOW Paragraphs 3.4.1 and 3.4.5)
- A-5 Knowledge of the C4ISR systems and equipment (SOW Paragraph 3.4.11)
- A-6 Development of the Interactive Technical Manuals and computer based training (SOW Paragraphs 3.5.2.1 and 3.5.2.5)

FACTOR B – Personnel:

The offeror's demonstrated education, certification and experience as specified in Section L. Offeror's personnel who do not meet the desired levels will be scored downward as appropriate. Where more than one resume is provided for any one category, each resume for a particular category will be scored and then an overall average score will be derived for that category. Key Personnel are significantly more important than Non-Key Personnel.

KEY PERSONNEL:

Key Personnel labor categories and category subfactors are listed in descending order of importance. The Program Manager is most important and is slightly more important than the Senior Project Engineer, Systems Analyst, and Field Engineer which are of equal importance.

NON-KEY PERSONNEL:

Offeror demonstrated that the it has the ability to provide the non-key personnel who meet the stated qualifications and are available to work under the resultant contract. All Non-Key personnel are slightly less important than the Field Engineer.

FACTOR C - Corporate Experience

The offeror's demonstrated experience, within the past 10 years, in performing the same or similar tasks as set forth in the Statement of Work

FACTOR D – Past Performance

Firms that lack relevant past performance history shall receive a neutral evaluation.

All subfactors are of equal importance.

The offeror's demonstrated past performance, within the past 3 years, as related to the tasks in the Statement of Work in the following five areas:

1. Customer Satisfaction
2. Contract Compliance
3. Quality of Performance
4. Schedule Adherence
5. Cost Control

FACTOR E - Facilities

All subfactors are listed in descending order of importance. Subfactor A is MANDATORY and will be scored as either MET or NOT MET. Subfactors B and C are equal in importance.

Offeror's demonstrated ability to provide facilities that would be made available for accomplishing the work identified in the Statement of Work as regards the following:

Sub-factor A – Office Space: Offeror's demonstrated ability to maintain office space in Norfolk, VA and San Diego, CA within one hour driving time as specified in the SOW in Paragraphs 3.6.1 and 3.6.2., and the ability to store classified documents up to the SECRET level.

Sub-factor B – Hardware Capabilities: Offeror's demonstrated ability to provide resources and hardware necessary to successfully support the Scope of Work. Offeror provided evidence of production facilities, test benches, and test equipment and quality assurance procedures and program.

Sub-factor C - Software Capabilities: offeror's demonstrated ability to provide software resources necessary to successfully support the Scope of Work. Provided evidence of software development procedures and production facilities which include individual email accounts, internet access, MS Office, MS-based Project software, Photo Management software, engineering analysis software, Windows operating system, and computer code programming in SQL, C++ and Visual Basic.

FACTOR F - Small Business Compliance

Offeror's demonstrated its commitment and its extent of its anticipated participation in compliance with 52.219-8, "Utilization of Small Business Concerns" and 52.219-9, "Small Business Subcontracting Plan".